

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.1412 OF 2005

IN

SUIT NO.41 OF 2003

...

Max Cajetan Travasso & Anr. ...Plaintiffs

v/s.

Lal Bherumal Laungani ...Defendant

...

Mr.K.P. Jain i/b Niranjan & Co. for the
Plaintiffs/original Defendant.

Mr.Ravi Kadam, Advocate General i/b Pankaj Thatte
for the Defendant/original Plaintiff..

...

CORAM: D.K.DESHMUKH, J.

DATED: 13TH OCTOBER, 2006

P.C.:

The learned Counsel appearing for the original Plaintiff- Lal Bherumal Laungani states that the original Plaintiff has entered into an agreement to assign his rights, under the agreement of sale that he has entered into with the original Defendant, to M/s.Suraj Estate Development, who are Respondent in Notice of Motion No.2192 of 2005.

Statement is accepted.

By consent of parties, motion is granted in terms of prayer clause (b).

So far as interim reliefs claimed by prayer clauses (c) & (d) are concerned, the original Defendant who has taken out this Notice of Motion shall be at liberty to take appropriate proceedings in appropriate court. Motion disposed of.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.2192 OF 2005

IN

SUIT NO.41 OF 2003

...

Lal Bherumal Laungani ...Plaintiff

v/s.

Max Cajetan Travasso & Co. ...Defendant

And

Suraj Estate Developers Pvt.

Ltd. & Ors. ...Respondents

...

Mr.K.P. Jain i/b Niranjana & Co. for the
Plaintiffs/original Defendant.

Mr.Ravi Kadam, Advocate General i/b Pankaj Thatte
for the Defendant/original Plaintiff.

...

CORAM: D.K.DESHMUKH, J.

DATED: 13TH OCTOBER, 2006

P.C.:

The learned Counsel appearing for the Respondents states that the Respondents are not interested in taking any steps pursuant to the agreement that the original Plaintiff has entered into with them as also the power of attorney that he has executed in their favour.

Statement is accepted.

In view of that statement, by consent of parties motion is granted in terms of prayer clause (b).
Motion disposed of.

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